



C.R.P.No.4764 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.11.2024

CORAM

THE HONOURABLE MR.JUSTICE **V. LAKSHMINARAYANAN**

C.R.P.No.4764 of 2024

P.Baskaran

.. Petitioner

VS

N.Murugan

.. Respondent

Petition filed under Article 227 of the Constitution of India to set aside the order order dated 23.10.2024 and direct the District Munsif Court at Sriperumbudur to number R.L.T.O.P.SR. No.2657 of 2024.

For Petitioner : Mr.D.Dhanasekaran

ORDER

The civil revision petition arises against the order passed by the learned District Munsif at Sriperumbudur in R.L.T.O.P. SR No.2657 of 2024 dated 23.10.2024.



C.R.P.No.4764 of 2024

2. The civil revision petitioner is the landlord. He entered into a tenancy agreement with the respondent on 24.01.2024. On account of the fact that there has been a default, he moved an application under Sections 21 (2)(a), 21(2)(b) and 23 of The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as TNRRRLT Act). The petition was presented on 20.09.2024.

3. The learned District Munsif following the judgment in ***S.Muruganandam Vs. J.Joseph (2022 (2) CTC 291)*** returned the petition stating that it is not maintainable. The Court came to the said conclusion because the agreement entered into between the landlord and the tenant was on 24.01.2024 which is after the TNRRRLT Act came into force on 22.02.2019. The Trial Court held as per ***Muruganandam*** case, as the tenancy had been entered after the commencement of the TNRRRLT Act, the remedy is only before the regular Civil Court. Hence, this revision.

4. Mr.Dhanasekaran pleads this order is erroneous and has to be revised.



C.R.P.No.4764 of 2024

WEB COPY

5. The view of Hon'ble Mr. Justice R.Subramanian in ***S.Muruganandam Vs. J.Joseph*** was brought to the attention of Hon'ble Mr. Justice V.Sivagnanam in ***Andal Vs. Lawrence Swami Doss (2024 (2) CTC 423)***. The Hon'ble Mr. Justice V.Sivagnanam held as follows:

19. The object of this Act has to be considered at this stage. The object is for achieving the regulation of rent as per terms and conditions of agreement between the landlords and tenants, to balance the rights and responsibilities of landlords and tenants and also to provide a fast adjudication process for resolution of disputes. There is no obstacle in the way of judges and it is open to them to find a way out to achieve the objects of the Act. Therefore, though Section 4(2) deals with cases only where the tenancy were created before the commencement of the Act, if any tenancies were agreement executed after the commencement of the Act, it must be in accordance with the Act and if it is not, it cannot be construed as an agreement as required under this Act. Therefore, it has to be treated as no agreement at all.

6. This makes it clear that even if there are written agreements between the parties, if it is not in accordance with the



C.R.P.No.4764 of 2024

TNRRRLT Act, then it cannot be treated as an agreement under Section 4(2) of the said legislation. If that be the position, then the agreement dated 24.01.2024, not being one registered in accordance with the said provision there is no agreement at all. Hence, the petition for eviction is maintainable. The view taken by Hon'ble Mr. Justice V.Sivagnanam would directly apply to the facts of this case. Consequently, civil revision petition succeeds. The order of return made by the District Munsif at Sriperumbudur on 23.10.2024 is set aside. The civil revision petitioner is permitted to re-present R.L.T.O.P. SR No.2657 of 2024. The learned District Munsif shall number the said petition if it is otherwise in order.

5. The civil revision petition is allowed. No costs.

25.11.2024

Index:Yes/No
Neutral Citation:Yes/No
mmi

To

The District Munsif,
Sriperumbudur.



WEB COPY



C.R.P.No.4764 of 2024

V. LAKSHMINARAYANAN,J.

mmi

C.R.P.No.4764 of 2024

25.11.2024